

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

GALINA B. NELSON,

Plaintiff,

v.

RYAN L. NELSON,

Defendant.

CASE NO. 2:24-cv-00799

ORDER

**1. INTRODUCTION**

The Court raises this matter on its own accord. Pro se Plaintiff Galina B. Nelson (“Galina”) pursues this action against Defendant Ryan L. Nelson (“Ryan”) in forma pauperis (IFP).<sup>1</sup> See Dkt. No. 4. After reviewing the complaint, Dkt. No. 3, under 28 U.S.C. § 1915(e)(2)(B), the Court finds Galina fails to state a claim on which relief may be granted. Rather than dismissing this case outright, the Court grants Galina leave to amend the complaint within 30 days of this Order.

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<sup>1</sup> Because Plaintiff Galina B. Nelson and Defendant Ryan L. Nelson share a last name, the Court refers to them by first names to avoid confusion. No disrespect is intended.

## 2. DISCUSSION

When a plaintiff proceeds IFP, Section 1915 requires the Court to dismiss the action if the Court determines it is frivolous or malicious, fails to state a claim on which relief may be granted, or seeks monetary relief against a defendant who is immune from such relief. 28 U.S.C. § 1915(e)(2)(B). To survive Section 1915 review, a complaint must meet the pleading requirements set forth in Rule 8 of the Federal Rules of Civil Procedure. While Rule 8 does not demand detailed factual allegations, “it demands more than an unadorned, the defendant-unlawfully-harmed-me accusation.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). A complaint “must contain sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face.” *Id.* (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). A claim is plausible “when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Id.* (citing *Twombly*, 550 U.S. at 556). A complaint that provides only “labels and conclusions” or “a formulaic recitation of the elements of a cause of action will not do.” *Twombly*, 550 U.S. at 555.

At the same time, “[p]leadings must be construed so as to do justice.” Fed. R. Civ. P. 8(e). Therefore, a “document filed pro se is to be liberally construed and a pro se complaint, however inartfully pleaded, must be held to less stringent standards than formal pleadings drafted by lawyers.” *Erickson v. Pardus*, 551 U.S. 89, 94 (2007) (citations omitted). Courts are not to “dismiss a pro se complaint without leave to amend unless ‘it is absolutely clear that the deficiencies of the complaint could not be cured by amendment.’” *Rosati v. Igbinoso*, 791 F.3d 1037, 1039 (9th Cir.

1 2015) (citing *Akhtar v. Mesa*, 698 F.3d 1202, 1212 (9th Cir. 2012) (quoting *Schucker*  
2 *v. Rockwood*, 846 F.2d 1202, 1204 (9th Cir.1988) (per curiam))). But even so, the  
3 duties imposed on the Court by Section 1915 are unwavering, and when an IFP  
4 plaintiff fails to state a claim, the action must be dismissed.

5 Here, Galina brings a breach of contract claim against Ryan under the  
6 Court's diversity jurisdiction, alleging that Ryan has failed to pay his alleged  
7 contractual obligations to Galina in the amount of \$720,000. *See* Dkt. No. 3.  
8 Galina's complaint refers to an "affidavit of support"—allegedly "signed and  
9 notarized by Ryan"—in which Ryan promised to pay Galina \$5,000 per month  
10 beginning in 2011. *Id.* But the complaint provides virtually no insight into the facts  
11 surrounding this so-called "affidavit of support." On the face of the complaint, it is  
12 not apparent whether the "affidavit of support" was intended as a gift, a contractual  
13 debt in exchange for goods or services, a court-ordered support payment instituted  
14 in state-court family proceedings, or something else entirely. Without knowing the  
15 facts surrounding this contract, the Court cannot determine that Galina plausibly  
16 states a claim on which relief may be granted.

### 17 3. CONCLUSION

18 Because the complaint provides no factual assertions about the nature of the  
19 contract underlying Ryan's alleged liability, the Court concludes that Galina has  
20 failed to "plead[ ] factual content that allows the court to draw the reasonable  
21 inference that the defendant is liable for the misconduct alleged." *See Iqbal*, 556  
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1 U.S. at 678. Therefore, the Court FINDS that the operative complaint, Dkt. No. 4, fails  
2 to state a claim on which relief may be granted.

3 But rather than dismissing the case outright, the Court GRANTS Galina leave  
4 to amend the complaint and ORDERS Galina, within thirty (30) days of this Order, to  
5 submit an amended complaint that states a claim on which relief may be granted. The  
6 amended complaint should clarify the factual nature of the so-called “affidavit of  
7 support” so as to plausibly allege the existence of a contract enforceable in federal court.  
8 Failure to do so will result in dismissal of this action under 28 U.S.C. § 1915(e)(2)(B).

9 It is so ORDERED.

10 Dated this 21st day of November, 2024.

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12 Jamal N. Whitehead  
13 United States District Judge  
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